

CHAPTER VI
**LEASES AND TENANCY
AGREEMENTS**

TIME was when long term leases were the height of fashion. When our parents purchased their houses they were usually semi-detached, or terrace houses all in a row, and held under the same "ground landlord." It was a habit in estate development in mid-Victorian days for a landowner to contract with a builder to put up a row of houses, on the understanding that the builder should sell the houses "as leasehold" and the landowner should obtain from the buyer an annual "ground rent." The form of the transaction was fairly simple. The landowner would grant or enter into the lease as the lessor, the builder would join in to receive the purchase money for the house, and the purchaser would come in as the lessee. The lessor as the owner of the land would (by the direction of the builder) lease the land on which the house was erected to the purchaser for a long term (usually ninety-nine years) at a ground rent of, say, five pounds a year. Thus, at the end of ninety-nine years the successors in title of the lessor would come into possession of the land and house to which the lessee's successors would no longer

have any
right, their term having expired.

The conditions of these leases were usually very stringent. The lessee had to keep the premises in good repair and if the house was (at the end of the ninety-nine years) dilapidated it had to be put in order or a sum representing the amount required to put it in order paid to the lessor by the lessee.